

K.C.C. No. 137181

Tariff No. 5

TARIFF OF

Name: Jayhawk Moving & Storage, Inc.

Address: 528 Adams, PO Box 665 Topeka, KS 66601

Motor Common Carrier Service

Between Points

**And Places In Kansas
(As Shown Herein)**

ISSUE DATE: 02/04/2009

EFFECTIVE DATE: 02/16/2009

James B. Houchins, President

Name and Title

Jayhawk Moving & Storage, Inc.

Name of Carrier

528 Adams, PO Box 665

Street and PO Box Address

Topeka, KS 66601

City, State and Zip

Updated 02/10/09

Item No.	Subject And Application
	<p><u>ITEM 5</u></p> <p>OPERATING AUTHORITY Rates and provisions named in this tariff, or as may be amended, are limited in their application on intrastate commerce to the extent of the operating rights set forth below:</p> <p>IRREGULAR ROUTES HOUSEHOLD GOODS, GENERAL COMMODITIES (except classes A and B explosives, commodities in bulk, and hazardous materials) Between all points and places in the state of Kansas</p> <p><u>ITEM 10</u></p> <p>BILL OF LADING Upon receipt of freight, it shall be the duty of the carrier to immediately examine shipment tendered and if found as described, to issue to the shipper a bill of lading, which will show the name of the shipper, commodity, name of consignee and destination, total man hours worked & time traveled, and if the shipment is prepaid, the bill of lading shall so state.</p> <p><u>ITEM 15</u></p> <p>DISTANCES Subject to (A) and (B) below, distances used to determine rates and charges shall be shown on the latest Kansas Department of Transportation official highway map, via Interstate, U.S. , or State Highways. Routes over which mileage is not shown may be used only when point of origin or destination is located thereon. Then and only under such circumstances shall the scale of miles as specified on a map be used in computing distance between such point and the nearest National, U.S., or State Highway for which mileage is shown.</p> <ul style="list-style-type: none"> A. Where due to flood conditions, condition of bridges, roads and/or repair, or for any other reasons over which carrier has no control, it is impracticable to operate the vehicle over highways forming the shortest distance between origin and destination, thus requiring carrier to detour; the shortest available alternate route via detour shall be used to determine mileage between origin and destination. B. When shipments move under special permits required by and obtained from a municipal or state regulatory body or commission, which specify therein the route to be traveled by the motor vehicle, the mileage to be used in determining the rate will be that shown on the map via route specified in special permit. <p><u>ITEM 20</u></p> <p>IMPRACTICABLE OPERATIONS Nothing in this tariff shall be construed as requiring carrier to provide service from or to points which, due to condition of streets or roadways, it is impracticable to operate vehicles.</p> <p><u>COMMODITY RATES</u></p> <p><u>ITEM 25</u></p> <p>Rates in this item apply on the transportation of HOUSEHOLD GOODS. Total charges will be the sum of all applicable rates and charges named herein.</p> <ul style="list-style-type: none"> A. LOADING AND UNLOADING, per hour or fraction thereof.

Item No.	Subject And Application
	<p> 2 Movers - \$70.00 3 Movers - \$105.00 4 Movers - \$140.00 More than 4 Movers - \$35.00 (per hour, per additional mover) Packers - \$35.00 per hour per packer Disassembly and Assembly - \$35.00 per hour per person B. TRANSPORTATION RATES, per hour or fraction thereof. To and from Topeka city limits - \$75.00 per vehicle per hour. C. ADDITIONAL CHARGES, PIANOS, ORGANS, AND POTTER'S WHEELS In addition to the hourly charges named above, the following charges will apply per piece moved: Grandfather Clock - \$25.00 Spinnet Piano - \$40.00 Console Piano - \$50.00 Upright Piano - \$60.00 Baby Grand Piano - \$70.00 Full Grand Piano - \$85.00 Small Organ (Single Keyboard) - \$35.00 Large Organ (Two or more keyboards) - \$85.00 Potter's Wheel - \$40.00 Big Screen Televisions (40 inches or more) - \$50.00 Hot Tubs - \$75.00 </p> <p>A STAIR CHARGE of \$25.00 per flight of steps, from on floor or story to the next will also apply on the above named items.</p> <p><u>ITEM 30</u></p> <p>Rates in this item apply on PALLETIZED DELIVERIES, from Topeka Rates are subject to a minimum of 3 Pallets. Each Pallet is subject to a maximum weight of 2,500 pounds.</p> <p>To points within a 30-mile radius of Topeka - \$15.00 per pallet To points beyond a 30-mile radius of Topeka - \$15.00 per pallet, Plus \$75.00 per hour.</p> <p><u>ACCESSORIES AND PACKING MATERIALS</u></p> <p><u>ITEM 35</u></p> <p>The following accessories and/or packing materials cost will be included in the final Bill of Lading as part of the shipment.</p> <p>BOXES: Small - \$1.50 Medium – \$2.25 Large - \$2.75</p> <p>WARDROBE: Purchase - \$10.00</p> <p>LAMP - \$4.00</p>

Item No.	Subject And Application																																																
	<p>MIRRORS: Small - \$4.00 Large - \$6.00</p> <p>DISH BARREL: Regular - \$5.00 Care Kit - \$5.95</p> <p>WRAPPING MATERIALS: BPS Enviro Bubble Wrap - \$18.00 Wrapping Paper - \$1.00 per pound</p> <p>TAPE - \$3.00 Tape Guns - \$15.00</p> <p>MATTRESS BAGS: Full - \$3.00 Queen - \$3.25 King - \$3.50 Twin (2-bags) - \$5.00</p> <p>FLOOR PROTECTION: Plastic Carpet Mask - \$18.00</p> <p><u>DECLARATION OF VALUE</u> <u>ITEM 40</u></p> <p>A. Shippers are required to specifically, in writing, the agreed or declared value of the property. B. Valuations shall be declared and stated in cents and/or dollars and cents per pound per article. C. If shipper declines to declare the value or agree to release value in writing, the shipment cannot be accepted. D. The agreed or declared value is hereby specifically stated by the shipper to be not exceeding \$.60 per pound per article.</p> <table><tr><th>Amount of Valuation (in dollars)</th><th>Option 1 (no deductible)</th><th>Option 2 (\$250.00 deductible)</th><th>Option 3 (\$500 deductible)</th></tr><tr><td>\$5,000</td><td>\$103.00</td><td>\$52.00</td><td>\$41.00</td></tr><tr><td>\$10,000</td><td>\$139.00</td><td>\$77.00</td><td>\$54.00</td></tr><tr><td>\$15,000</td><td>\$170.00</td><td>\$108.00</td><td>\$72.00</td></tr><tr><td>\$20,000</td><td>\$198.00</td><td>\$144.00</td><td>\$96.00</td></tr><tr><td>\$25,000</td><td>\$239.00</td><td>\$168.00</td><td>\$114.00</td></tr><tr><td>\$30,000</td><td>\$282.00</td><td>\$198.00</td><td>\$138.00</td></tr><tr><td>\$35,000</td><td>\$330.00</td><td>\$216.00</td><td>\$149.00</td></tr><tr><td>\$40,000</td><td>\$372.00</td><td>\$239.00</td><td>\$168.00</td></tr><tr><td>\$45,000</td><td>\$397.00</td><td>\$258.00</td><td>\$180.00</td></tr><tr><td>\$50,000</td><td>\$421.00</td><td>\$276.00</td><td>\$185.00</td></tr><tr><td>\$55,000</td><td>\$455.00</td><td>\$294.00</td><td>\$198.00</td></tr></table>	Amount of Valuation (in dollars)	Option 1 (no deductible)	Option 2 (\$250.00 deductible)	Option 3 (\$500 deductible)	\$5,000	\$103.00	\$52.00	\$41.00	\$10,000	\$139.00	\$77.00	\$54.00	\$15,000	\$170.00	\$108.00	\$72.00	\$20,000	\$198.00	\$144.00	\$96.00	\$25,000	\$239.00	\$168.00	\$114.00	\$30,000	\$282.00	\$198.00	\$138.00	\$35,000	\$330.00	\$216.00	\$149.00	\$40,000	\$372.00	\$239.00	\$168.00	\$45,000	\$397.00	\$258.00	\$180.00	\$50,000	\$421.00	\$276.00	\$185.00	\$55,000	\$455.00	\$294.00	\$198.00
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Item No.	Subject And Application			
	\$60,000	\$479.00	\$312.00	\$209.00
	\$65,000	\$504.00	\$330.00	\$229.00
	\$70,000	\$527.00	\$359.00	\$246.00
	\$75,000	\$563.00	\$383.00	\$258.00
	\$100,000	\$694.00	\$468.00	\$311.00
	CONTRACTED TERMS AND CONDITIONS ITEM 45			
	<p>A. All work is charged on a per-hour basis. Under no circumstances are estimated costs whether via “telephone” or “on site” is intended as a guaranteed total costs for completed work.</p> <p>B. Total charges must be paid to driver upon completion of move unless other arranges are made with business office when work is scheduled.</p> <p>C. Labor time and ½ will be charged after 5:00 p.m. weekdays, Saturday & Sunday.</p> <p>D. Carrier reserves the right to provide and charge for additional movers.</p> <p>E. Carrier reserves the right to refuse partial or complete service for the following reasons including but not limited to: customer is not prepared to move, evidence of rodents, bugs or any condition that is a health risk to the movers or furniture, overall un-cleanliness of the premises, or abusive treatment of the movers.</p> <p>F. Carrier is not responsible for snow removal. That is the customer’s responsibility. If not done by the by the customer, we will remove the snow and the customer will be charged our standard moving hourly additional charge to the customer. Carpet mask reduce soiling in high traffic areas.</p> <p>1. We will not be responsible for property damage due to weather or any inclement condition.</p> <p>G. Carrier is not liable for any damage to real property or belongings of the customer when Items are moved contrary to the movers advice.</p> <p>H. Carrier is not liable for any goods once out of their care, custody or control. Including but not limited to, items placed into storage facility or rental truck.</p> <p>1. Shipper should prepare an inventory of all property/items to be transported prior to the transportation.</p> <p>I. In the event of damage, the invoice must be paid in full before a claim is settled.</p> <p>J. Carrier will not transport “gasoline, kerosene, propane, spray paint or any paint cans, ammunition of any kind.</p> <p>K. Carrier will not transport plants, pets, livestock, or any living creature either caged or uncaged.</p> <p>L. Carrier is not liable for any damage to items made of “particle board” or “pressed woods”.</p> <p>M. Carrier is not liable for any cement based statuary, including “bird baths and fountains” which could break, crack or separate due to inherent vibrations in moving if said item is being handled using normal moving methods.</p> <p>N. Carrier is not liable for any damage to glass shelves or table tops, hanging artwork outdoor pottery or ceramic items unless appropriately packed.</p> <p>O. In the absence of external damage to other proof, the carrier is not liable for mechanical or electrical malfunction of computers and component, washers, dryers, refrigerators, freezers, television sets, stereos/hi-fi, phonographs, etc. These devices often fail for reasons other than transportation, or from normal vibration incident to transportation. Proper servicing and after ship is the customer’s responsibility.</p> <p>P. Carrier is not liable for damage to yards, trees or landscaping due to positioning of truck if the customer has approved positioning or has not denied the standard.</p>			

Item No.	Subject And Application
	<p>Q. Under no circumstance will the carrier be liable for the cracking, crumbling or breakage of cement/concrete approaches, driveways or sidewalks.</p> <p>R. Except in the case of negligence, the carrier is not liable for damages to or the loss of contents of loose items in dresser drawers, jewelry boxes, bureaus, and chests, boxes or other containers, whether or not such property is packed or unpacked by the customer (shipper).</p> <p>S. Under no circumstance will the carrier be liable for the cracking, crumbling or breakage of cement/concrete approaches, driveways or sidewalks.</p> <p>T. Except in the case of negligence, the carrier is not liable for damages to or the loss of contents of loose items in dresser drawers, jewelry boxes, bureaus, and chests, boxes or other containers, whether or not such property is packed or unpacked by the customer (shipper).</p> <p>U. In the event of loss, carrier will make every attempt to locate and return lost items. Should lost items not be located, carrier will cooperate fully with efforts made by customer to recover items. Carrier is not liable for items customer believes are missing that cannot be shown to have been in the care, custody or control of carrier or any representative thereof.</p> <p>V. Carrier is not liable for miscellaneous items such as but not limited to lamps, lampshades, decorator or accent items, coat racks, umbrella stands, footstools, trucks, cases or any other items that are not properly packed. Carrier will supply shipper with appropriate packing material if requested.</p> <p>W. Carrier will not be responsible for any items not moved after shipper has released the truck to destination address. It is the customer/shipper's responsibility to ensure all items to be Transported are loaded. Therefore, we suggest a walk-thru of the residence to ensure no items are missed.</p> <p>X. Carrier will not deliver not relinquish possession of any property transported by it until all rates and charges thereon have been paid in cash, money order, certified check, or approved personal check, except where other arrangements have been made in accordance with the rules and regulations of the Kansas Corporation Commission.</p> <p><u>CLAIMS - VALUATION</u></p> <p><u>ITEM 50</u></p> <p>A. In the event of damaged property, the following procedures must be followed.</p> <ol style="list-style-type: none"> 1. Shipper shall notify carrier's business office to request a claim form within 30 days. 2. Shipper must complete and submit claim form to carrier's business office within 10 days after receiving the claim form. 3. Once the claim form is received by carrier's business office. The carrier will investigate the claim and notify the shipper of the results within 30 days. <p>B. It will be determined by the carrier, those responsible for the damage or loss based on the terms and conditions set forth.</p> <p>C. If it is determined that the carrier is responsible for the property damage, carrier will pay the depreciated value of the damaged property based on price per pound or true substantiated value.</p> <p>D. If an item(s) are repairable, Carrier reserves the right to select the vendor(s) who will subsequently make the repairs. This also includes structural damage to property such as walls, doors, flooring, etc.</p> <p>E. If it is determined by the Carrier that they are not responsible for the damages, the claim will be denied.</p>